

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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DONOVAN ABRAHAM,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT AND
DISCONTINUANCE**

NEW YORK CITY, POLICE OFFICERS
DAVID L. BERNAL, RICHARD J. LOMBARDI,
JOHN DOE, unknown police officer for
the New York City Police Department,
individually and as police officers for the
City of New York,

10 CV 2323 (NGG) (RER)

Defendants.
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DONOVAN ABRAHAM,

Plaintiff,

-against-

11 CV 1789 (ARR) (LB)

NEW YORK CITY, DANIEL YOUNG
AND JEFFREY HENRY,
police officers for
the New York City Police Department,
individually and as police officers for
New York City,

Defendants.
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WHEREAS, plaintiff commenced these actions by filing two separate Complaints on or about May 21, 2010, and April 12, 2011, respectively (hereinafter referred to collectively as the "Complaint"), alleging that defendants violated his federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in both of these litigations, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized counsel to settle these matters on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced actions are hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant The City of New York (s/h/a "New York City") agrees to pay plaintiff DONOVAN ABRAHAM the sum of TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500.00), in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all of the claims brought against defendants THE CITY OF NEW YORK, POLICE OFFICERS DAVID L. BERNAL, RICHARD J. LOMBARDI, JOHN DOE, DANIEL YOUNG, and JEFFREY HENRY, and to release and discharge all defendants, and any present or former employees and agents of the City of New York, or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement including, without limitation, a General Release based on the terms of paragraphs "2" and "3" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any


other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. Plaintiff agrees to hold harmless defendants THE CITY OF NEW YORK, POLICE OFFICERS DAVID L. BERNAL, RICHARD J. LOMBARDI, JOHN DOE, DANIEL YOUNG, and JEFFREY HENRY, regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with these matters. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant reserves the right to issue a multiparty settlement checks, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

LAW OFFICES OF JESSE M. SIEGEL
Attorney for Plaintiff


By: 
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Dated: New York, New York
March 29, 2012

SO ORDERED:

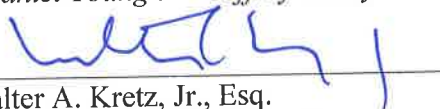
HON. NICHOLAS G. GARAUFIS
UNITED STATES DISTRICT JUDGE

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
*Attorney for defendants The City of New York,
Police Officers David L. Bernal and Richard
J. Lombardi*

By: 
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Dated: New York, New York
April 19, 2012

SCOPPETTA SEIFF KRETZ &
ABERCROMBIE
*Attorneys for defendants The City of New
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By: 
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Dated: New York, New York
April 17, 2012

SO ORDERED:

HON. ALLYNE R. ROSS
UNITED STATES DISTRICT JUDGE